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9                   **UNITED STATES DISTRICT COURT**  
10                   **CENTRAL DISTRICT OF CALIFORNIA**

11 PING AN INSURANCE (GROUP)  
12 COMPANY OF CHINA, LTD., a  
13 limited company organized in China,

14                   Plaintiff,

15                   v.

16 PING AN GROUP INC. DBA  
17 PING AN INSURANCE CENTER,  
18 a California corporation,

19                   Defendant.

20                   CASE NO. 2:18-cv-03582-JAK (KSx)

21                   **[PROPOSED] STIPULATED**  
22                   **PROTECTIVE ORDER**

23                   The Hon. John A. Kronstadt

24                   Magistrate Judge: The Hon. Karen L.  
25 Stevenson

1           **Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure and based**  
2 **on the parties' Proposed Stipulated Protective Order ("Stipulation") filed on**  
3 **November 27, 2018, the terms of the protective order to which the parties have**  
4 **agreed are adopted as a protective order of this Court (which generally shall**  
5 **govern the pretrial phase of this action) except to the extent, as set forth below,**  
6 **that those terms have been modified by the Court's amendment of paragraphs**  
7 **4, 5.2(b), 6.2, 6.3, and 9(c) of the Stipulation.**

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9           **AGREED TERMS OF THE PROTECTIVE ORDER AS ADOPTED AND**  
10           **MODIFIED BY THE COURT<sup>1</sup>**

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12           **1. INTRODUCTION**

13           **A. PURPOSES AND LIMITATIONS**

14           Discovery in this Action is likely to involve production of confidential,  
15 proprietary, or private information for which special protection from public  
16 disclosure and from use for any purpose other than prosecuting this litigation may  
17 be warranted. Accordingly, the Parties hereby stipulate to and petition the court to  
18 enter the following Stipulated Protective Order. The Parties acknowledge that this  
19 Order does not confer blanket protections on all disclosures or responses to  
20 discovery and that the protection it affords from public disclosure and use extends  
21 only to the limited information or items that are entitled to confidential treatment  
22 under the applicable legal principles. The Parties further acknowledge, as set forth  
23 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to  
24 file confidential information under seal; Civil Local Rule 79-5 sets forth the  
25 procedures that must be followed and the standards that will be applied when a

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28           <sup>1</sup> The Court's additions to the agreed terms of the Protective Order are generally indicated  
in bold typeface, and the Court's deletions are indicated by lines through the text being deleted.

1 party seeks permission from the Court to file material under seal.

2           B.     GOOD CAUSE STATEMENT

3       This Action is likely to involve customer lists, customer information,  
4       marketing information, financials, marketing strategies, and other valuable  
5       research, development, commercial, financial, and/or proprietary information for  
6       which special protection from public disclosure and from use for any purpose other  
7       than prosecution of this Action is warranted. Such confidential and proprietary  
8       materials and information consist of, among other things, confidential business or  
9       financial information, information regarding confidential business practices,  
10      marketing strategies, business plans, business expansion plans, client engagements,  
11      and/or other confidential research, development, or commercial information  
12      (including information implicating privacy rights of third parties), information  
13      otherwise generally unavailable to the public, or which may be privileged or  
14      otherwise protected from disclosure under state or federal statutes, court rules, case  
15      decisions, or common law. Accordingly, to expedite the flow of information, to  
16      facilitate the prompt resolution of disputes over confidentiality of discovery  
17      materials, to adequately protect information the parties are entitled to keep  
18      confidential, to ensure that the parties are permitted reasonable necessary uses of  
19      such material in preparation for and in the conduct of trial, to address their handling  
20      at the end of the litigation, and serve the ends of justice, a protective order for such  
21      information is justified in this matter. It is the intent of the parties that information  
22      will not be designated as confidential for tactical reasons and that nothing be so  
23      designated without a good faith belief that it has been maintained in a confidential,  
24      non-public manner, and there is good cause why it should not be part of the public  
25      record of this case.

26           2. DEFINITIONS

27           2.1. Action: This pending federal lawsuit captioned *Ping An Insurance*  
28      (*Group*) *Company of China, Ltd. v. Ping An Group Inc. Dba Ping An Insurance*

1      *Center*, 2:18-cv-03582-JAK (KSx).

2      2.2. Challenging Party: a Party or Non-Party that challenges the  
3 designation of information or items under this Order.

4      2.3. “CONFIDENTIAL” Information or Items: information (regardless of  
5 how it is generated, stored or maintained) or tangible things that qualify for  
6 protection under Federal Rule of Civil Procedure 26(c).

7      2.4. Counsel (without qualifier): Outside Counsel of Record and House  
8 Counsel (as well as their support staff).

9      2.5. Designating Party: a Party or Non-Party that designates information  
10 or items that it produces in disclosures or in responses to discovery as  
11 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
12 ONLY”.

13     2.6. Disclosure or Discovery Material: all items or information, regardless  
14 of the medium or manner in which it is generated, stored, or maintained (including,  
15 among other things, testimony, transcripts, and tangible things), that are produced  
16 or generated in disclosures or responses to discovery in this matter.

17     2.7. Expert: a person with specialized knowledge or experience in a  
18 matter pertinent to the litigation who (1) has been retained by a Party or its Counsel  
19 to serve as an expert witness or as a consultant in this Action, (2) is not a past or  
20 current employee of a Party or of a Party’s competitor, and (3) at the time of  
21 retention, is not anticipated to become an employee of a Party or of a Party’s  
22 competitor.

23     2.8. “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
24 Information or Items: extremely sensitive “Confidential Information or Items,”  
25 disclosure of which to another Party or Non-Party would create a substantial risk of  
26 serious harm that could not be avoided by less restrictive means.

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1           2.9. House Counsel: attorneys who are employees of a party to this Action.  
2 House Counsel does not include Outside Counsel of Record or any other outside  
3 counsel.

4           2.10. Non-Party: any natural person, partnership, corporation, association,  
5 or other legal entity not named as a Party to this Action.

6           2.11. Outside Counsel of Record: attorneys who are not employees of a  
7 party to this Action but are retained to represent or advise a party to this Action and  
8 have appeared in this Action on behalf of that party or are affiliated with a law firm  
9 which has appeared on behalf of that party, and includes support staff.

10          2.12. Party: any party to this Action, including all of its officers, directors,  
11 employees, consultants, retained experts, and Outside Counsel of Record (and their  
12 support staffs).

13          2.13. Producing Party: a Party or Non-Party that produces Disclosure or  
14 Discovery Material in this Action.

15          2.14. Professional Vendors: persons or entities that provide litigation  
16 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
17 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
18 and their employees and subcontractors.

19          2.15. Protected Material: any Disclosure or Discovery Material that is  
20 designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL –  
21 ATTORNEYS’ EYES ONLY.”

22          2.16. Receiving Party: a Party that receives Disclosure or Discovery  
23 Material from a Producing Party.

24          3. SCOPE

25          The protections conferred by this Stipulation and Order cover not only  
26 Protected Material (as defined above), but also (1) any information copied or  
27 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
28 compilations of Protected Material; and (3) any testimony, conversations, or

1 presentations by Parties or their Counsel that might reveal Protected Material.  
2 However, the protections conferred by this Stipulation and Order do not cover the  
3 following information: (a) any information that is in the public domain at the time  
4 of disclosure to a Receiving Party or becomes part of the public domain after its  
5 disclosure to a Receiving Party as a result of publication not involving a violation  
6 of this Order, including becoming part of the public record through trial or  
7 otherwise; and (b) any information known to the Receiving Party prior to the  
8 disclosure or obtained by the Receiving Party after the disclosure from a source  
9 who obtained the information lawfully and under no obligation of confidentiality to  
10 the Designating Party. **This Order does not govern the use of Protected**  
11 **Material at trial.** Any use of Protected Material at trial ~~may~~ shall be governed by  
12 a separate agreement or order.

13 4. DURATION

14 Even after final disposition of this litigation, the confidentiality obligations  
15 imposed by this Order shall remain in effect until a Designating Party agrees  
16 otherwise in writing or a court order otherwise directs. Final disposition shall be  
17 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
18 with or without prejudice; and (2) final judgment herein after the completion and  
19 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
20 including the time limits for filing any motions or applications for extension of time  
21 pursuant to applicable law.

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1       5. DESIGNATING PROTECTED MATERIAL

2           5.1. Exercise of Restraint and Care in Designating Material for Protection.

3       Each Party or Non-Party that designates information or items for protection under  
4       this Order must take care to limit any such designation to specific material that  
5       qualifies under the appropriate standards. To the extent it is practical to do so, the  
6       Designating Party must designate for protection only those parts of material,  
7       documents, items, or oral or written communications that qualify – so that other  
8       portions of the material, documents, items, or communications for which protection  
9       is not warranted are not swept unjustifiably within the ambit of this Order.

10       Mass, indiscriminate, or routinized designations are prohibited. Designations  
11      that are shown to be clearly unjustified or that have been made for an improper  
12      purpose (e.g., to unnecessarily encumber or retard the case development process or  
13      to impose unnecessary expenses and burdens on other parties) may expose the  
14      Designating Party to sanctions.

15       If it comes to a Designating Party's attention that information or items that it  
16      designated for protection do not qualify for protection at all or do not qualify for the  
17      level of protection initially asserted, that Designating Party must promptly notify all  
18      other Parties that it is withdrawing the inapplicable designation.

19           5.2 Manner and Timing of Designations. Except as otherwise provided in  
20      this Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise  
21      stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
22      under this Order must be clearly so designated before the material is disclosed or  
23      produced.

24       Designation in conformity with this Order requires:

25           a) for information in documentary form (*e.g.*, paper or electronic  
26      documents, but excluding transcripts of depositions or other pretrial or trial  
27      proceedings), that the Producing Party affix at a minimum the legend  
28      “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES

1 ONLY” to each page that contains protected material. If only a portion or portions  
2 of the material on a page qualifies for protection, the Producing Party also must  
3 clearly identify the protected portion(s) (e.g., by making appropriate markings in  
4 the margins) and must specify for each portion the level of protection being  
5 asserted.

6       A Party or Non-Party that makes original documents or materials available  
7 for inspection need not designate them for protection until after the inspecting Party  
8 has indicated which material it would like copied and produced. During the  
9 inspection and before the designation, all of the material made available for  
10 inspection shall be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
11 ONLY.” After the inspecting Party has identified the documents it wants copied  
12 and produced, the Producing Party must determine which documents, or portions  
13 thereof, qualify for protection under this Order. Then, before producing the  
14 specified documents, the Producing Party must affix the appropriate legend  
15 (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
16 ONLY”) to each page that contains Protected Material. If only a portion or portions  
17 of the material on a page qualifies for protection, the Producing Party also must  
18 clearly identify the protected portion(s) (e.g., by making appropriate markings in  
19 the margins) and must specify for each portion the level of protection being  
20 asserted.

21           b) for testimony given in depositions or in other pretrial ~~or trial~~  
22 proceedings **that are not open to the public**, that the Designating Party identify on  
23 the record, before the close of the deposition, ~~hearing~~, or other proceeding, all  
24 protected testimony and specify the level of protection being asserted. When it is  
25 impractical to identify separately each portion of testimony that is entitled to  
26 protection and it appears that substantial portions of the testimony may qualify for  
27 protection, the Designating Party may invoke on the record (before the deposition,  
28 hearing, or other proceeding is concluded) a right to have up to 21 days from the

1 date of the deposition to identify the specific portions of the testimony as to which  
2 protection is sought and to specify the level of protection being asserted. Only  
3 those portions of the testimony that are appropriately designated for protection  
4 within the 21 days shall be covered by the provisions of this Stipulated Protective  
5 Order.

6       Parties shall give the other parties notice if they reasonably expect a  
7 deposition, hearing or other proceeding to include Protected Material so that the  
8 other parties can ensure that only authorized individuals who have signed the  
9 “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those  
10 proceedings. The use of a document as an exhibit at a deposition shall not in any  
11 way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL  
12 – ATTORNEYS’ EYES ONLY.”

13       Transcripts containing Protected Material shall have an obvious legend on  
14 the title page that the transcript contains Protected Material, and the title page shall  
15 be followed by a list of all pages (including line numbers as appropriate) that have  
16 been designated as Protected Material and the level of protection being asserted by  
17 the Designating Party. The Designating Party shall inform the court reporter of  
18 these requirements. Any transcript that is prepared before the expiration of a 21-  
19 day period for designation shall be treated during that period as if it had been  
20 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its  
21 entirety unless otherwise agreed. After the expiration of that period, the transcript  
22 shall be treated only as actually designated.

23           c) for information produced in some form other than documentary  
24 and for any other tangible items, that the Producing Party affix in a prominent place  
25 on the exterior of the container or containers in which the information or item is  
26 stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
27 ATTORNEYS’ EYES ONLY”. If only a portion or portions of the information or  
28 item warrant protection, the Producing Party, to the extent practicable, shall identify

1 the protected portion(s) and specify the level of protection being asserted.

2       5.3    Inadvertent Failures to Designate. If timely corrected, an inadvertent  
3 failure to designate qualified information or items does not, standing alone, waive  
4 the Designating Party's right to secure protection under this Order for such  
5 material. Upon timely correction of a designation, the Receiving Party must make  
6 reasonable efforts to assure that the material is treated in accordance with the  
7 provisions of this Order.

8       6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

9       6.1.    Timing of Challenges. Any Party or Non-Party may challenge a  
10 designation of confidentiality that is consistent with the Court's Scheduling Order.  
11 Unless a prompt challenge to a Designating Party's confidentiality designation is  
12 necessary to avoid foreseeable, substantial unfairness, unnecessary economic  
13 burdens, or a significant disruption or delay of the litigation, a Party does not waive  
14 its right to challenge a confidentiality designation by electing not to mount a  
15 challenge promptly after the original designation is disclosed.

16       6.2.    Meet and Confer. The Challenging Party shall initiate the dispute  
17 resolution process by providing written notice of each designation it is challenging  
18 and describing the basis for each challenge. To avoid ambiguity as to whether a  
19 challenge has been made, the written notice must recite that the challenge to  
20 confidentiality is being made in accordance with this specific paragraph of the  
21 Protective Order. The parties shall attempt to resolve each challenge in good faith  
22 and ~~must begin the process by conferring directly (in voice to voice dialogue; other~~  
23 ~~forms of communication are not sufficient)~~ ~~within 14 days of the date of service of~~  
24 ~~notice. shall meet and confer in conformity with Local Rule 37 and the Court's~~  
25 ~~procedures and schedules.~~ In conferring, the Challenging Party must explain the  
26 basis for its belief that the confidentiality designation was not proper and must give  
27 the Designating Party an opportunity to review the designated material, to  
28 reconsider the circumstances, and, if no change in designation is offered, to explain

1 the basis for the chosen designation. A Challenging Party may proceed to the next  
2 stage of the challenge process only if it has engaged in this meet and confer process  
3 first or establishes that the Designating Party is unwilling to participate in the meet  
4 and confer process in a timely manner.

5       6.3. Judicial Intervention. If the Parties cannot resolve a challenge without  
6 court intervention, the Designating Party shall **comply with Local Rule 37 and the**  
7 **Court's procedures and schedules governing pretrial discovery disputes, as**  
8 **well as any relevant court orders, in seeking judicial intervention.** ~~file and serve~~  
9 ~~a motion to retain confidentiality within 21 days of the initial notice of challenge or~~  
10 ~~within 14 days of the parties agreeing that the meet and confer process will not~~  
11 ~~resolve their dispute, whichever is earlier.~~ In addition, **if there is good cause for**  
12 **challenging the designation of a deposition transcript or any portions thereof,**  
13 the Challenging Party may **seek judicial intervention in connection with its**  
14 **challenge by following Local Rule 37 and the Court's procedures and**  
15 **schedules governing pretrial discovery disputes, as well as any relevant court**  
16 ~~orders. file a motion challenging a confidentiality designation at any time if there is~~  
17 ~~good cause for doing so, including a challenge to the designation of a deposition~~  
18 ~~transcript or any portions thereof.~~

19       The burden of persuasion in any such challenge proceeding shall be on the  
20 Designating Party. Frivolous challenges and those made for an improper purpose  
21 (*e.g.*, to harass or impose unnecessary expenses and burdens on other parties) may  
22 expose the Challenging Party to sanctions. Unless the Designating Party has  
23 waived or withdrawn the confidentiality designation, all parties shall continue to  
24 afford the material in question the level of protection to which it is entitled under  
25 the Producing Party's designation until the court rules on the challenge.

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1      7. ACCESS TO AND USE OF PROTECTED MATERIAL

2            7.1. Basic Principles. A Receiving Party may use Protected Material that is  
3 disclosed or produced by another Party or by a Non-Party in connection with this  
4 Action only for prosecuting, defending, or attempting to settle this Action. Such  
5 Protected Material may be disclosed only to the categories of persons and under the  
6 conditions described in this Order. When the Action has been terminated, a  
7 Receiving Party must comply with the provisions of section 15 below (FINAL  
8 DISPOSITION).

9            Protected Material must be stored and maintained by a Receiving Party at a  
10 location and in a secure manner<sup>1</sup> that ensures that access is limited to the persons  
11 authorized under this Order.

12            7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
13 otherwise ordered by the court or permitted in writing by the Designating Party, a  
14 Receiving Party may disclose any information or item designated  
15 “CONFIDENTIAL” only to:

16                a) the Receiving Party’s Outside Counsel of Record in this Action,  
17 as well as employees of said Outside Counsel of Record to whom it is reasonably  
18 necessary to disclose the information for this Action;

19                b) the officers, directors, and employees (including House  
20 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this  
21 Action;

22                c) Experts (as defined in this Order) of the Receiving Party to  
23 whom disclosure is reasonably necessary for this Action and who have signed the  
24 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

25                d) the court and its personnel;

26                e) court reporters and their staff;

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27           <sup>1</sup> It may be appropriate under certain circumstances to require the Receiving Party  
28 to store any electronic Protected Material in password-protected form.

1                         f) professional jury or trial consultants, mock jurors, and  
2 Professional Vendors to whom disclosure is reasonably necessary for this litigation  
3 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
4 A);

5                         g) the author or recipient of a document containing the information  
6 or a custodian or other person who otherwise possessed or knew the information;

7                         h) during their depositions, witnesses and attorneys for witnesses in  
8 the Action to whom disclosure is reasonably necessary and who have signed the  
9 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
10 agreed by the Designating Party or ordered by the Court. Pages of transcribed  
11 deposition testimony or exhibits to depositions that reveal Protected Material must  
12 be separately bound by the court reporter and may not be disclosed to anyone  
13 except as permitted under this Stipulated Protective Order; and

14                         i) any mediator or settlement officer, and their supporting  
15 personnel, mutually agreed upon by any of the parties engaged in settlement  
16 discussions.

17                         7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
18 ONLY” Information or Items. Unless otherwise ordered by the court or permitted  
19 in writing by the Designating Party, a Receiving Party may disclose any  
20 information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’  
21 EYES ONLY” only to:

22                         a) the Receiving Party’s Outside Counsel of Record in this Action,  
23 as well as employees of said Outside Counsel of Record to whom it is reasonably  
24 necessary to disclose the information for this litigation and who have signed the  
25 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit  
26 A;

27                         b) Experts of the Receiving Party (1) to whom disclosure is  
28 reasonably necessary for this litigation, and (2) who have signed the

1       “Acknowledgment and Agreement to Be Bound” (Exhibit A);  
2           c)      the court and its personnel;  
3           d)      court reporters and their staff, professional jury or trial  
4      consultants, and Professional Vendors to whom disclosure is reasonably necessary  
5      for this litigation and who have signed the “Acknowledgment and Agreement to Be  
6      Bound” (Exhibit A); and  
7           e)      the author or recipient of a document containing the information  
8      or a custodian or other person who otherwise possessed or knew the information.

9      8. **PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**  
10     **OTHER LITIGATION**

11     If a Party is served with a subpoena or a court order issued in other litigation  
12    that compels disclosure of any information or items designated in this Action as  
13    “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
14    ONLY” that Party must:

- 15       a)      promptly notify in writing the Designating Party. Such notification  
16      shall include a copy of the subpoena or court order;
- 17       b)      promptly notify in writing the party who caused the subpoena or order  
18      to issue in the other litigation that some or all of the material covered by the  
19      subpoena or order is subject to this Protective Order. Such notification shall  
20      include a copy of this Stipulated Protective Order; and
- 21       c)      cooperate with respect to all reasonable procedures sought to be  
22      pursued by the Designating Party whose Protected Material may be affected.

23     If the Designating Party timely seeks a protective order, the Party served with  
24    the subpoena or court order shall not produce any information designated in this  
25    Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
26    EYES ONLY” before a determination by the court from which the subpoena or  
27    order issued, unless the Party has obtained the Designating Party’s permission. The  
28    Designating Party shall bear the burden and expense of seeking protection in that

court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

**9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION**

a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY". Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

1. promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

2. promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

3. make the information requested available for inspection by the Non-Party, if requested.

c) If the Non-Party fails to object or seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that

1       is subject to the confidentiality agreement with the Non-Party before a  
2       determination by the court. Absent a court order to the contrary, the Non-Party  
3       shall bear the burden and expense of seeking protection in this court of its Protected  
4       Material.

5       10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

6           If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
7       Protected Material to any person or in any circumstance not authorized under this  
8       Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
9       writing the Designating Party of the unauthorized disclosures, (b) use its best  
10      efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the  
11      person or persons to whom unauthorized disclosures were made of all the terms of  
12      this Order, and (d) request such person or persons to execute the “Acknowledgment  
13      and Agreement to Be Bound” that is attached hereto as Exhibit A.

14       11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
15           PROTECTED MATERIAL

16           When a Producing Party gives notice to Receiving Parties that certain  
17       inadvertently produced material is subject to a claim of privilege or other  
18       protection, the obligations of the Receiving Parties are those set forth in Federal  
19       Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
20       whatever procedure may be established in an e-discovery order that provides for  
21       production without prior privilege review.

22       12. MISCELLANEOUS

23           12.1. Right to Further Relief. Nothing in this Order abridges the right of any  
24       person to seek its modification by the Court in the future.

25           12.2. Right to Assert Other Objections. By stipulating to the entry of this  
26       Protective Order no Party waives any right it otherwise would have to object to  
27       disclosing or producing any information or item on any ground not addressed in  
28       this Stipulated Protective Order. Similarly, no Party waives any right to object on

1 any ground to use in evidence of any of the material covered by this Protective  
2 Order.

3       12.3. Filing Protected Material. A Party that seeks to file under seal any  
4 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
5 may only be filed under seal pursuant to a court order authorizing the sealing of the  
6 specific Protected Material at issue. If a Party's request to file Protected Material  
7 under seal is denied by the court, then the Receiving Party may file the information  
8 in the public record unless otherwise instructed by the court.

9       13. FINAL DISPOSITION

10       After the final disposition of this Action, as defined in paragraph 4, within 60  
11 days of a written request by the Designating Party, except as prohibited by  
12 applicable law, each Receiving Party must return all Protected Material to the  
13 Producing Party or destroy such material. As used in this subdivision, "all  
14 Protected Material" includes all copies, abstracts, compilations, summaries, and any  
15 other format reproducing or capturing any of the Protected Material. Whether the  
16 Protected Material is returned or destroyed, the Receiving Party must submit a  
17 written certification to the Producing Party (and, if not the same person or entity, to  
18 the Designating Party) by the 60-day deadline that (1) identifies (by category,  
19 where appropriate) all the Protected Material that was returned or destroyed and (2)  
20 affirms that the Receiving Party has not retained any copies, abstracts,  
21 compilations, summaries or any other format reproducing or capturing any of the  
22 Protected Material. Notwithstanding the foregoing, Counsel are entitled to retain an  
23 archival copy of all pleadings, motion papers, trial, deposition, and hearing  
24 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
25 reports, attorney work product, and consultant and expert work product, even if  
26 such materials contain Protected Material. Any such archival copies that contain or  
27 constitute Protected Material remain subject to this Protective Order as set forth in  
28 Section 4.

1      14. DURATION

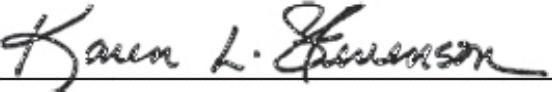
2            Any violation of this Order may be punished by any and all appropriate  
3 measures including, without limitation, contempt proceedings and/or monetary  
4 sanctions

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6            FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

7

8 Date: November 28, 2018

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10            KAREN L. STEVENSON  
11            UNITED STATES MAGISTRATE JUDGE

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EXHIBIT A

## ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, [print or type full name], of [print or type full address], declare under  
penalty of perjury that I have read in its entirety and understand the Stipulated  
Protective Order that was issued by the United States District Court for the Central  
District of California on [date] in the case of *Ping An Insurance (Group) Company*  
*Of China, Ltd. v. Ping An Group Inc. Dba Ping An Insurance Center*, 2:18-cv-  
03582-JAK (KSx). I agree to comply with and to be bound by all the terms of this  
Stipulated Protective Order and I understand and acknowledge that failure to so  
comply could expose me to sanctions and punishment in the nature of contempt. I  
solemnly promise that I will not disclose in any manner any information or item  
that is subject to this Stipulated Protective Order to any person or entity except in  
strict compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court  
15 for the Central District of California for the purpose of enforcing the terms of this  
16 Stipulated Protective Order, even if such enforcement proceedings occur after  
17 termination of this action. I hereby appoint [print or type full name] of [print or type  
18 full address and telephone number] as my California agent for service of process in  
19 connection with this action or any proceedings related to enforcement of this  
20 Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_